

PUBLIC LAW 104-102 (S. 1941); February 6, 1996

**SADDLEBACK MOUNTAIN—ARIZONA
SETTLEMENT ACT OF 1995**

An Act to provide for the transfer of certain lands to the Salt River Pima-Maricopa Indian Community and the city of Scottsdale, Arizona, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

SECTION 1. SHORT TITLE.

This Act may be cited as the "Saddleback Mountain-Arizona Settlement Act of 1995".

SEC. 2. FINDINGS AND PURPOSES.

(a) **FINDINGS.**—Congress finds that—

(1) the Salt River Pima-Maricopa Indian Community and the city of Scottsdale, Arizona, have a longstanding interest in a 701-acre tract of land known as the "Saddleback Property", that lies within the boundaries of the City and abuts the north boundary of the Salt River Pima-Maricopa Indian Reservation;

(2) the Saddleback Property includes Saddleback Mountain and scenic hilly terrain along the Shea Boulevard corridor in Scottsdale, Arizona, that—

(A) has significant conservation value; and

(B) is of historic and cultural significance to the Community;

(3) in 1989, the Resolution Trust Corporation acquired the Saddleback Property as a receiver for the Sun City Savings and Loan Association;

(4) after the Saddleback Property was noticed for sale by the Resolution Trust Corporation, a dispute between the Community and the City arose concerning the future ownership, use, and development of the Saddleback Property;

(5) the Community and the City each filed litigation with respect to that dispute, but in lieu of pursuing that litigation, the Community and the City negotiated a Settlement Agreement that—

(A) addresses the concerns of each of those parties with respect to the future use and development of the Saddleback Property; and

(B) provides for the dismissal of the litigation;

(6) under the Settlement Agreement, subject to detailed use and development agreements—

(A) the Community will purchase a portion of the Saddleback Property; and

(B) the City will purchase the remaining portion of that property; and

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(7) the Community of legislation by Congress is necessary in order for—

(A) the Settlement

(B) the United

referred to in paragraph a part of the Reservation

(b) **PURPOSES.**—The purposes

(1) to approve and Property Conveyance Act the City, and the Resolution

(2) to ensure that the Development Agreement associated ancillary agreements

(A) is carried out

(B) is fully enforced

including judicial review

sions; and

(3) to provide for States of the portion of by the Community in the Reservation.

SEC. 3. DEFINITIONS.

For the purposes of this Act,

(1) **CITY.**—The term "City" means the City of Scottsdale, Arizona, which is a city in Arizona.

(2) **COMMUNITY.**—The term "Community" means the Salt River Pima-Maricopa Indian Community, a recognized Indian tribe.

(3) **DEDICATION PROPERTY.**—The term "dedication property" means a portion of approximately 27 acres that the City acquired in accordance with the Settlement Agreement.

(4) **DEVELOPMENT AGREEMENT.**—The term "development agreement" means the agreement between the Community, executed on conditions and restrictions that—

(A) are supplied

Property Conveyance

(1)(A); and

(B) apply to the

Development Property

(5) **DEVELOPMENT**

Property" means a portion of approximately 27 acres that the City acquired in accordance with the Settlement Agreement.

(6) **MOUNTAIN PROPERTY.**—The term "mountain property" means a portion of approximately 365 acres that the City acquired in accordance with the Settlement Agreement.

(7) **PRESERVATION PROPERTY.**—The term "preservation property" means a portion of approximately 27 acres that the City acquired in accordance with the Settlement Agreement.

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(7) the Community and the City agree that the enactment of legislation by Congress to ratify the Settlement Agreement is necessary in order for—

(A) the Settlement Agreement to become effective; and

(B) the United States to take into trust the property referred to in paragraph (6XA) and make that property a part of the Reservation.

(b) PURPOSES.—The purposes of this Act are—

(1) to approve and confirm the Settlement, Release, and Property Conveyance Agreement executed by the Community, the City, and the Resolution Trust Corporation;

(2) to ensure that the Settlement Agreement (including the Development Agreement, the Use Agreement, and all other associated ancillary agreements and exhibits)—

(A) is carried out; and

(B) is fully enforceable in accordance with its terms, including judicial remedies and binding arbitration provisions; and

(3) to provide for the taking into trust by the United States of the portion of the Saddleback Property purchased by the Community in order to make that portion a part of the Reservation.

SEC. 3. DEFINITIONS.

For the purposes of this Act, the following definitions shall apply:

(1) CITY.—The term "City" means the city of Scottsdale, Arizona, which is a municipal corporation in the State of Arizona.

(2) COMMUNITY.—The term "Community" means the Salt River Pima-Maricopa Indian Community, which is a federally recognized Indian tribe.

(3) DEDICATION PROPERTY.—The term "Dedication Property" means a portion of the Saddleback Property, consisting of approximately 27 acres of such property, that the City will acquire in accordance with the Settlement Agreement.

(4) DEVELOPMENT AGREEMENT.—The term "Development Agreement" means the agreement between the City and the Community, executed on September 11, 1995, that sets forth conditions and restrictions that—

(A) are supplemental to the Settlement, Release and Property Conveyance Agreement referred to in paragraph (11XA); and

(B) apply to the future use and development of the Development Property.

(5) DEVELOPMENT PROPERTY.—The term "Development Property" means a portion of the Saddleback Property, consisting of approximately 211 acres, that the Community will acquire in accordance with the Settlement Agreement.

(6) MOUNTAIN PROPERTY.—The term "Mountain Property" means a portion of the Saddleback Property, consisting of approximately 365 acres, that the Community will acquire in accordance with the Settlement Agreement.

(7) PRESERVATION PROPERTY.—The term "Preservation Property" means a portion of the Saddleback Property, consisting of approximately 98 acres, that the City will acquire in accordance with the Settlement Agreement.

(8) **RESERVATION.**—The term "Reservation" means the Salt River Pima-Maricopa Indian Reservation.

(9) **SADDLEBACK PROPERTY.**—The term "Saddleback Property" means a tract of land that—

(A) consists of approximately 701 acres within the city of Scottsdale, Arizona; and

(B) includes the Dedication Property, the Development Property, the Mountain Property, and the Preservation Property.

(10) **SECRETARY.**—The term "Secretary" means the Secretary of the Interior.

(11) **SETTLEMENT AGREEMENT.**—The term "Settlement Agreement"—

(A) means the Settlement, Release and Property Conveyance Agreement executed on September 11, 1995, by the Community, the City, and the Resolution Trust Corporation (in its capacity as the Receiver for the Sun State Savings and Loan Association, F.S.A.); and

(B) includes the Development Agreement, the Use Agreement, and all other associated ancillary agreements and exhibits.

(12) **USE AGREEMENT.**—The term "Use Agreement" means the agreement between the City and the Community, executed on September 11, 1995, that sets forth conditions and restrictions that—

(A) are supplemental to the Settlement, Release and Property Conveyance Agreement referred to in paragraph (11)(A); and

(B) apply to the future use and development of the Mountain Property.

SEC. 4. APPROVAL OF AGREEMENT.

The Settlement Agreement is hereby approved and ratified and shall be fully enforceable in accordance with its terms and the provisions of this Act.

SEC. 5. TRANSFER OF PROPERTIES.

(a) **IN GENERAL.**—Upon satisfaction of all conditions to closing set forth in the Settlement Agreement, the Resolution Trust Corporation shall transfer, pursuant to the terms of the Settlement Agreement—

(1) to the Secretary, the Mountain Property and the Development Property purchased by the Community from the Resolution Trust Corporation; and

(2) to the City, the Preservation Property and the Dedication Property purchased by the City from the Resolution Trust Corporation.

(b) **TRUST STATUS.**—The Mountain Property and the Development Property transferred pursuant to subsection (a)(1) shall, subject to sections 6 and 7—

(1) be held in trust by the United States for the Community; and

(2) become part of the Reservation.

(c) **LIMITATION ON LIABILITY.**—Notwithstanding any other provision of law, the United States shall not incur any liability for conditions, existing prior to the transfer, on the parcels of land referred to in subsection (b) to be transferred to the United States in trust for the Salt River Pima-Maricopa Indian Community.

(d) **RECORDS.**—Upon the of closing set forth in the shall file a plat of survey de includes a depiction of the I Property, the Mountain Prop with—

(1) the office of the E and

(2) the Titles and Re Affairs, located in Albuqu.

SEC. 6. LIMITATIONS ON USE AND

Upon the satisfaction of forth in the Settlement Ag pursuant to paragraphs (1) a to the following limitations ar

(1) **PRESERVATION PRO**

(A) **IN GENERAL.**

(B), the Preservation in its natural state fi ation area that shall—

(i) be utilize set forth in secti and

(ii) be subject 4(C) of the Settler

(B) **SHEA BOULE**

City, a portion of the to widen, reconfigure, in accordance with s ment.

(2) **DEDICATION PROPE**

be used to widen, reconfi vard and 136th Street, 7 of the Settlement Agree

(3) **MOUNTAIN PROPE**

Mountain Property refer section 5(C) of the Settler erty shall be forever pr only as a public park or re

(A) be utilized a forth in section 5(C)

(B) be subject to 5(C) of the Settlement

(4) **DEVELOPMENT PR** shall be used and develo Community in accordance Agreement and the Develc

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(d) **RECORDS.**—Upon the satisfaction of all of the conditions of closing set forth in the Settlement Agreement, the Secretary shall file a plat of survey depicting the Saddleback Property (that includes a depiction of the Dedication Property, the Development Property, the Mountain Property, and the Preservation Property) with—

- (1) the office of the Recorder of Maricopa County, Arizona; and
- (2) the Titles and Records Center of the Bureau of Indian Affairs, located in Albuquerque, New Mexico.

SEC. 6. LIMITATIONS ON USE AND DEVELOPMENT.

Upon the satisfaction of all of the conditions of closing set forth in the Settlement Agreement, the properties transferred pursuant to paragraphs (1) and (2) of section 5(a) shall be subject to the following limitations and conditions on use and development:

(1) PRESERVATION PROPERTY.—

(A) **IN GENERAL.**—Except as provided in subparagraph (B), the Preservation Property shall be forever preserved in its natural state for use only as a public park or recreation area that shall—

- (i) be utilized and maintained for the purposes set forth in section 4(C) of the Settlement Agreement; and
- (ii) be subject to the restrictions set forth in section 4(C) of the Settlement Agreement.

(B) **SHEA BOULEVARD.**—At the sole discretion of the City, a portion of the Preservation Property may be used to widen, reconfigure, repair, or reengineer Shea Boulevard in accordance with section 4(D) of the Settlement Agreement.

(2) **DEDICATION PROPERTY.**—The Dedication Property shall be used to widen, reconfigure, repair, or reengineer Shea Boulevard and 136th Street, in accordance with sections 4(D) and 7 of the Settlement Agreement.

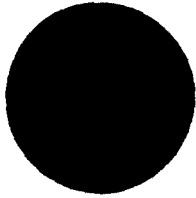
(3) **MOUNTAIN PROPERTY.**—Except for the areas in the Mountain Property referred to as Special Cultural Land in section 5(C) of the Settlement Agreement, the Mountain Property shall be forever preserved in its natural state for use only as a public park or recreation area that shall—

- (A) be utilized and maintained for the purposes set forth in section 5(C) of the Settlement Agreement; and
- (B) be subject to the restrictions set forth in section 5(C) of the Settlement Agreement.

(4) **DEVELOPMENT PROPERTY.**—The Development Property shall be used and developed for the economic benefit of the Community in accordance with the provisions of the Settlement Agreement and the Development Agreement.

ATTACHMENT D

**SELF-CERTIFICATION OF SADDLEBACK COMMUNICATIONS AS A RURAL
TELEPHONE COMPANY**



Saddleback Communications

A Division of the Salt River Pima-Maricopa Indian Community

COPY

April 2, 1998

Ms. Magalie R. Salas
Universal Service Branch
Accounting and Audits Division
Federal Communications Commission
2100 M Street, N.W.
8th Floor
Washington, D.C. 20554

Re: Self-Certification of Saddleback Communications
as a Rural Telephone Company

Dear Ms. Salas:

This letter is to notify the Federal Communications Commission ("Commission") that Saddleback Communications is a rural telephone company under the terms and conditions of the Communications Act of 1934, as amended by the Telecommunications act of 1996. This notification is being submitted pursuant to the requirements of the Commission as specified in the Public Notice released August 14, 1997 (DA 97-1748) (as amended by Public Notice released September 22, 1997).

Specifically, Saddleback Communications provides telephone exchange service, including exchange access, to fewer than 50,000 access lines. Saddleback Communications has been certified by the Salt River Pima-Maricopa Indian Community.

I, **Mike Scully**, hereby certify that the above statements are known by me to be correct at the **date** of this filing.

Very truly yours,

Mike Scully
Saddleback Communications

ATTACHMENT E

**EXAMPLE OF SADDLEBACK COMMUNICATIONS ADVERTISING IN
AU-AUTHM ACTION NEWS**

AU-AUTHM ACTION NEWS



THE SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY NEWSPAPER

APRIL 1998

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Firefighter Dash

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Talking Stick

Page 8

Salt River Transit

Page 9

Jr. Miss & Miss

Beware if you disobey the rules of the road!



Mamie Joette Haloo Napoleon and Michael John Landis were married on March 14, 1998 in a private ceremony with family members in attendance at the historic Loretto Chapel in Santa Fe, N.M.

The bride is the daughter of the late Josephine Agnes Napoleon and Mr. Raymond C. Haloo both members of the Zuni Pueblo, Zuni, N.M.

The groom is the son of Seraphine A. Easchief, a member of the Salt River Indian Community. The couple will reside in Scottsdale, AZ.

IMPORTANT NOTICE

Telephone System Changes

Effective immediately, the Salt River Community Government offices are now on line with Saddleback Communications.

- * The prefix for all SRPMIC Government telephone numbers has changed to 850
- * When someone dials an old number (874, 941, or 949), they will hear, "the prefix to the number you have dialed (874, 941, or 949), has been changed to 850, please make a note of it, your call will now be connected." This will happen for 30 days.
- * After 30 days when someone dials an old number (874, 941, or 949), they will hear, "the prefix to the number you have dialed (874, 941, or 949), has changed to 850, please hang up and redial the number."
- * All 4 digit extensions remain the same.
- * 4 digit dialing is now available between the campuses (Admin, Rec/Elementary/Child Care, Talking Stick, Saddleback, Casino).
- * Exceptions - All published numbers, (874, 941, or 949), (White pages, SRPMIC Directory, etc.) will work for 1 year. We will circulate a list of identified numbers to all departments heads within 1 week for any input/changes.

Thank you for you patience,
The Staff of Saddleback Communications
& Mountain Telecommunications
If you have questions, you can call
850-7000

...in education and go real high.
Don't smoke joints, avoid the booze, cause you got an education you don't want to lose.

Young people and pregnancies, don't you understand, anybody can have a kid. But to be a DAD it takes a MAN.

Little Honey ends up with a bundle of joy.
While the supposedly MAN runs away like a BOY.
The facts I've told you is my life, 'cause my dad left us to live in strife.'

He's never been there, for me and my brother, all we've had is our loving mother.
We did all right, we're good in life, we made it through the struggle and strife.

Enough about me, I'll be all right.
Back to the issues of reservation life.
For those of you, who can understand.
Know what I'm saying about this land.
It could be good, it could be bad, but most everyone, is so sad.

Of alcohol selling, we should be rebelling to save our loved ones from where they're dwelling.
In desolation and in pain, it's really hard for them to abstain.
They beg on their knees 'cause they're not at ease.
Heartache and pain seem to be the game.

Everyone needs a second chance, to turn around and enhance.
There's education in the schools, we should catch on and not be fools.
So jump on in, to the river of fun, and stay away, from drugs and guns.
Listen hard and listen long 'cause I'm telling you, you can be strong."
I said my part with all my heart.
Because I care, and I've been there
by Joseph Jacob Andreas

Next deadline for the Au-Authm Action News is April 15, 1998

To ensure that articles/announcements are printed they must be submitted by the published deadline

If article/announcements are received after the published deadline, there is no guarantee they will be printed.

If you have any questions, please call:
850-8089

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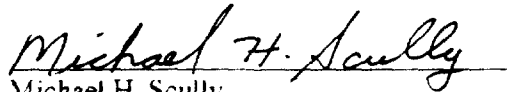
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ATTACHMENT F

ANTI-DRUG CERTIFICATION

I, Michael H. Scully, President/General Manager, Saddleback Communications, hereby certify that no party to the Application for Petition of Saddleback Communications for Designation as an Eligible Telecommunications Carrier Pursuant to Section 214(e)(6) of the Communications Act, FCC 97-419, is subject to a denial of federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 862, as amended.


Michael H. Scully
President/General Manager
Saddleback Communications

June 7, 1998

ATTACHMENT G

ARIZONA CORPORATION COMMISSION LETTER

CARL J. KUNASEK
CHAIRMAN

JAMES M. IRVIN
COMMISSIONER

RENZ D. JENNINGS
COMMISSIONER



JACK ROSE
EXECUTIVE SECRETARY

ARIZONA CORPORATION COMMISSION

June 30, 1997

Mr. Larry Robertson
Munger and Munger, P.L.C.
333 North Wilmot, Suite 300
Tucson, Arizona 85711

RE: MOUNTAIN TELECOMMUNICATIONS, INC.

Dear Larry:

The purpose of this letter is to memorialize the discussion we had regarding the Arizona Corporation Commission's ("Commission") jurisdiction over the Salt River Pima Maricopa Indian Community's Saddleback Communications Company. As Staff discussed with you at our recent meeting, the Commission recognizes that it has no jurisdiction over utility services provided by Indian tribes on the reservation, if the tribe asserts jurisdiction.

If you wish to discuss this further, please give me a call at (602) 542-6031.

Sincerely,

ARIZONA CORPORATION COMMISSION

A handwritten signature in black ink, appearing to read "Deb Scott", is written over the typed name.

Deborah R. Scott
Commission Counsel

DRS:mi

cc: Christopher C. Kempley,
Assistant Chief Counsel
Del Smith
Telecommunications Engineer

H:\WP6\DEB\CORRESP\ROBERTSO.LTR

CERTIFICATE OF SERVICE

I hereby certify that I have, this 2nd day of June, 1998, hand-delivered a true copy of the foregoing Petition of Saddleback Communications for Designation as an Eligible Telecommunications Carrier to the following:

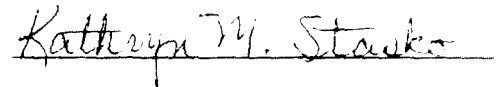
original and five copies were hand delivered
to:

Magalie Roman Salas, Secretary
Federal Communications Commission
1919 M Street, N.W.
Washington, D.C. 20554

Lisa Gelb, Chief
Universal Service Branch
Common Carrier Bureau
Federal Communications Commission
2100 M Street, N.W., Room 800
Washington, D.C. 20554

three copies and a diskette were hand
delivered to:

Sheryl Todd
Universal Service Branch
Accounting and Audits Division
Common Carrier Bureau
2100 M Street, N.W., 8th Floor
Washington, D.C. 20554



Kathryn M. Stasko